



## Culinary Heritage Network Regulations

### General Guidelines

- ▶ Representatives from regions, municipalities, and cities are eligible to apply to join the Culinary Heritage network as License Holders. These administrative bodies must actively promote and develop a network focusing on culinary traditions and local food production within their legislative geographic areas. The governance within the Culinary Heritage network can be subordinated to a local organisation active in this field of work.
- ▶ License Holders must act as exemplary ambassadors for the international Culinary Heritage network, upholding the values and criteria stipulated in this regulation and agreement.
- ▶ License Holders should have ongoing or planned projects in the sectors of local food production and/or culinary heritage, considering participation in the Culinary Heritage as a project itself.
- ▶ Strong connections with relevant authorities and networks within their geographic areas are essential for fostering long-term commitment and cooperation with the international Culinary Heritage network.
- ▶ It is beneficial for License Holders to designate a dedicated contact person or coordinator for internal and external communications related to the project.

### Geographical Area

The marketing area and jurisdiction of the License Holder are determined based on their geographical location as an administrative body. The defined geographical area should ideally correspond to the jurisdiction of the administrative body, although adjustments can be made to include ethnic or cultural boundaries upon agreement.

### License Holder Fee

License Holders are required to pay a startup fee of €500 per year for the first three years upon joining the Culinary Heritage network. This fee covers the use of the Culinary Heritage Trademark, access to network activities, and promotional opportunities across various channels, including online platforms, social media, and events. This initial period serves as a foundational phase during which License Holders are expected to establish and initiate their own network of Culinary Heritage Business Members. After this three-year period, License Holders are considered fully integrated members of the network, with no further fees required from them, as operational costs are then supported by the Culinary Heritage Business Member's Annual Fees. The startup fees are invoiced annually in January and are indexed to the IMF GDP G7 with 2020 as the base year for any adjustments.

### The Culinary Heritage Trademark

- ▶ The Culinary Heritage Trademark, registered under EUIPO (EUIPO - EUTM file no 000778035), is a quality label that guides and promotes culinary traditions and local food production.
- ▶ Only License Holders and their approved Business Members are authorised to use the Culinary Heritage Trademark in conjunction with their activities within the network.
- ▶ The Global Coordinator, acting on behalf of the trademark owner, manages the production of originals for the trademark, as well as special promotional campaigns.
- ▶ The trademark includes the logo with translations in the national and English languages, and it must be used correctly by License Holders in their designated areas for promotional and marketing purposes.
- ▶ Digital formats of the trademark are provided to License Holders, and they are responsible for its correct application and distribution among Culinary Heritage Business Members.
- ▶ The Culinary Heritage Trademark consists of the trademark logo including a translation of "Culinary Heritage" into the preferred national language as well as an English text version. The name of the designated geographic area is also described and implemented to the local version of the Culinary Heritage Trademark.
- ▶ License Holders and Business Members have the right to use the Culinary Heritage Trademark in accordance with set regulation and criteria. For License Holders it is fully described in this document and



for Culinary Heritage Business Member in "Criteria for Culinary Heritage Business Membership".

- ▶ The Global Coordinator holds the exclusive authority to approve new License Holders within the Culinary Heritage network.
- ▶ The License Holder must ensure the correct usage of the Culinary Heritage Trademark within their designated geographical region, where it serves as a quality label and indicator of the local culinary culture and products.
- ▶ Both License Holders and Business Members are authorised to use the Culinary Heritage Trademark for informational, promotional, and marketing purposes as specified in this agreement.
- ▶ It is the responsibility of the License Holder to distribute the license for the trademark to participating Business Members.
- ▶ The Culinary Heritage Trademark is provided to the License Holder in various digital formats.
- ▶ The Trademark is available for the specified geographical area in both the national language and English, and License Holders may choose which version to use at any given time.
- ▶ An international version of the Culinary Heritage Trademark is also accessible for use.
- ▶ The original versions of the Trademark should generally be used, although modifications in black and white or color adjustments for Business Member branding, such as on product labels, are permissible.
- ▶ The Culinary Heritage Enamel Sign, an integral part of the Trademark owner's intellectual property, is licensed for use by Business Members and License Holders within the network. It is recommended that each Business Member display this Enamel Sign prominently outside their venue to maintain network identity consistency.
- ▶ Culinary Heritage exclusively manages the production and distribution of the Enamel Sign. License Holders are required to pay a one-time fee of €65 (excluding VAT) per sign and this cost can be transferred to the Culinary Heritage Business Members. Orders for the Enamel Signs must be placed through the Global Coordinator.

## Global Coordinator

The Global Coordinator provides services and representation to License Holders, acting as a liaison for marketing and other significant events. Costs for international representation are negotiated separately and are borne by the inviting License Holder or organisation that always cover the costs at place such as accommodation, visits and catering for the Global Coordinator during the specified invitation.

## Culinary Heritage Business Members

- ▶ The License Holder assumes the role of licensee for Business Members within their designated geographical area, adhering to the "Criteria for Culinary Heritage Business Membership." Business Members thus become part of both the local network of the License Holder and the broader international Culinary Heritage network, granting them the right to use the Culinary Heritage Trademark. All participating Business Members must meet the minimum requirements outlined in the "Criteria for Culinary Heritage Business Membership."
- ▶ License Holders may develop and enforce specific regulations for Business Members in their geographical area. These additional regulations must be submitted to the Global Coordinator in English for approval.
- ▶ Annually, the License Holder provides a "Business Member Certificate" to each recognised Business Member as proof of their status within the network. This certificate, generated by the License Holder and issued as a PDF by Culinary Heritage, officially acknowledges the business's inclusion in the network. Business Member activities and compliance are subject to an annual review by the License Holder.
- ▶ To participate in activities, promotions, competitions, study trips, and other events organised by either the License Holder or Culinary Heritage, Business Members must be fully registered on the official network website ([www.culinaryheritage.net](http://www.culinaryheritage.net)) and have paid the international Business Member Annual Fee of 50 € (excluding VAT) directly to Culinary Heritage.
- ▶ Alternatively, the License Holder may opt to cover the Business Member Annual Fees by choosing the "Collective Business Member Fee" arrangement with Culinary Heritage. This option costs 2250 €



(excluding VAT) annually and covers an unlimited number of Business Member licenses for that year, eliminating any additional payments to Culinary Heritage for Business Members within that License Holder's geographical area.

- ▶ The Collective Business Member Fee is indexed to the IMF GDP G7 with 2020 as the base year. Culinary Heritage reserves the right to freeze fees at the previous year's level without recalculation.
- ▶ The License Holder has the discretion to establish a membership or service fee for Business Members participating in their local network and determines the amount and payment terms of such fees.

## **Culinary Heritage Awards**

- ▶ License Holders are encouraged to adopt the concept of the Culinary Heritage Awards and organize the annual event within their local network, hereafter referred to as "the Event."
- ▶ The Event is permissible from the fourth year of being a License Holder onward, ensuring that License Holders have established a robust local network.
- ▶ Financial responsibility for the Event rests with the License Holder, who will allocate funds based on their own premises and discretion.
- ▶ While the Event may be named in the local language, the phrase "Culinary Heritage Awards" must be prominently included in all local promotional materials to maintain brand consistency.
- ▶ The Event serves to spotlight the Business Members within the local network, aiming to foster positive recognition at local, national, and international levels.
- ▶ Detailed regulations, classifications, and additional information concerning the Event are thoroughly outlined in the "Culinary Heritage Awards" documentation, which forms an integral part of this agreement and sets forth obligatory guidelines for execution.

## **Culinary Heritage Annual Meeting**

- ▶ Each License Holder is invited to participate in the Culinary Heritage Annual Meeting once per year.
- ▶ This meeting is organised by one of the License Holders within the network, in collaboration with Culinary Heritage, and may be held either in person or online, depending on logistical considerations and needs.
- ▶ The host License Holder covers the costs associated with the meeting venue, catering, and any additional activities for two representatives from each participating License Holder's organisation when held in person.
- ▶ For online meetings, the host License Holder will coordinate the digital platform and ensure accessibility for all participants.
- ▶ While the costs for the venue, catering, and activities are provided by the host when the meeting is in person, each attending License Holder is responsible for their own travel expenses and accommodation.
- ▶ The Annual Meeting provides an opportunity for License Holders to engage directly with each other and Culinary Heritage, fostering a cooperative environment that supports the network's goals and initiatives, whether through physical or virtual presence.

## **Official Website**

- ▶ License Holders are required to publish relevant information on the official Culinary Heritage website, [www.culinaryheritage.net](http://www.culinaryheritage.net).
- ▶ It is the responsibility of each License Holder to regularly update their content on the website, including contact information, details about the local network, and information on licensed Business Members.
- ▶ The default language of the website is English, but it is strongly recommended that License Holders also produce content in their native language to facilitate local engagement.
- ▶ Culinary Heritage is tasked with updating the official website with content provided by License Holders. These updates will be made publicly available within a maximum of one week after the content has been delivered.
- ▶ License Holders must ensure that they have obtained consent from Business Members for the processing of their business data and content. This data is used exclusively for achieving the objectives of the Culinary



Heritage network. Failure to obtain consent to process personal data will result in the inability of the Business Member to participate in the network's activities.

► The collected data and content may be used on the official website, in printed media, across social media platforms, in promotional publications, for statistical purposes, or in any other media made available to an unlimited number of recipients, adhering to the consent provided.

## **Agreement & Application**

► The document titled "Regulations Culinary Heritage" serves as a binding agreement between the License Holder and the Culinary Heritage network. This agreement outlines the obligations and responsibilities that both parties agree to fulfil.

► To become a License Holder within the Culinary Heritage network, an official application must be submitted by the administrative body to the Global Coordinator.

► The agreement becomes effective once it is signed by the applying License Holder and fully approved by the Global Coordinator. This formalises the License Holder's entry into the network and their commitment to adhere to the stipulated regulations and criteria.

## **Control**

► The Global Coordinator holds the exclusive authority to approve new License Holders within the Culinary Heritage network.

► The "Regulations Culinary Heritage" is governed and construed under the laws of Sweden, as the services are administered from this jurisdiction. In case of any ambiguities or disputes, the laws of Sweden will apply.

► If a License Holder fails to adhere to the regulations outlined in this document, the Global Coordinator is empowered to terminate the membership within the Culinary Heritage network immediately, without any reimbursement of previously paid license or service fees.

► Upon the cancellation or withdrawal of a license, the License Holder must promptly execute the following actions without delay:

► The License Holder and all Business Members within their geographical area must cease using the Culinary Heritage Trademark immediately and relinquish all rights and privileges accorded by this agreement.

► The License Holder will immediately lose the right to access and use any resources and conceptual rights provided within the framework of the Culinary Heritage network.